



County of Los Angeles CHIEF EXECUTIVE OFFICE

Kenneth Hahn Hall of Administration
500 West Temple Street, Room 713, Los Angeles, California 90012
(213) 974-1101
<http://ceo.lacounty.gov>

WILLIAM T FUJIOKA
Chief Executive Officer

October 30, 2012

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

**APPROVE LICENSE AGREEMENT FOR GRATIS SPACE
WITH ALMA FAMILY SERVICES AT MACLAREN CHILDREN'S CENTER AND
APPROVAL OF APPROPRIATION ADJUSTMENT
(FIRST DISTRICT) (3 VOTES)**

SUBJECT

Approval of the recommended actions will authorize the Chief Executive Office (CEO) to execute a gratis license agreement with Alma Family Services to utilize vacant office space in the MacLaren Children's Center (MacLaren) D-wing to administer a Mental Health Services Act Innovation Program in the San Gabriel Valley.

IT IS RECOMMENDED THAT THE BOARD:

1. Find that the classroom and office space at MacLaren located at 4024 North Durfee Avenue, El Monte (Rooms 101 through 111) is to be utilized by Alma Family Services and is not currently needed for County use or operations during the time of proposed use;
2. Find that the programs and services provided by Alma Family Services serve a public purpose, which benefit the County and its residents;
3. Instruct the CEO to negotiate and execute a non-exclusive gratis license agreement with Alma Family Services effective as of the date of Board approval through December 15, 2014 (similar to Attachment A). This agreement will be contingent upon Alma Family Services acceptance of the license space in its condition at move-in and assuming complete legal responsibility for its use of the space during its occupancy;

"To Enrich Lives Through Effective And Caring Service"

**Please Conserve Paper – This Document and Copies are Two-Sided
Intra-County Correspondence Sent Electronically Only**

Board of Supervisors
GLORIA MOLINA
First District

MARK RIDLEY-THOMAS
Second District

ZEV YAROSLAVSKY
Third District

DON KNABE
Fourth District

MICHAEL D. ANTONOVICH
Fifth District

4. Delegate authority to the CEO to negotiate and execute any amendments that may be needed to ensure full utilization of the space. Approval as to form will be obtained by County Counsel prior to executing any amendments;
5. Find that the issuance of a gratis non-exclusive license agreement with Alma Family Services is categorically exempt from the California Environmental Quality Act for reasons stated in this letter and for the record of the project; and
6. Approve the attached appropriation adjustment (Attachment B) in the amount of \$24,000 for the replacement of a wrought iron fence and for the installation of children's play yard equipment in the patio area adjacent to the D and E wings.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the recommended actions will leverage existing program services to children with developmental disabilities and their families, foster care children, and to Under Represented Ethnic Population (UREPs) in the San Gabriel Valley to ensure that health, mental health, and substance abuse needs for UREPs are addressed.

Project Background

On October 19, 2010, the Board instructed the CEO to utilize the vacant space at MacLaren to increase accessibility to supportive services for children with developmental disabilities and their families. These services include child abuse prevention/intervention services, Regional Center intakes and assessments, mental health services, and free legal assistance. Accordingly, the CEO negotiated and executed gratis license agreements with Alma Family Services, San Gabriel Valley/Pomona Regional Center, and Neighborhood Legal Services.

As young children with developmental disabilities have higher rates of poor oral hygiene and increased risk for dental disease, on May 15, 2012, the Board instructed the CEO to enter into a shared space license agreement with Western University of Health Sciences to provide basic preventative and restorative dental services to children ages 0-5 with developmental disabilities.

The proposed gratis license agreement will benefit the County and San Gabriel Valley, as Alma Family Services will integrate mental health, substance abuse, and primary healthcare services and target UREP clients potentially displaced from services due to culturally inappropriate services or funding gaps.

Currently, the MacLaren D-Wing is vacant. The proposed use of this vacant space is requested to provide administrative office space for Alma Family Services to administer this UREP program under the intended gratis license agreement. The proposed refurbishments to make the space functional for staff include wall patching, painting, removal or replacement of damaged floor and ceiling tiles, replacement of a wrought iron fence/installation of play yard equipment, and replacement of window coverings. This scope of work will be implemented by the Internal Services Department.

Implementation of Strategic Plan Goals

Approval of the proposed lease agreement supports the County's Strategic Plan goals of Operational Effectiveness (Goal 1) and Integrated Services Delivery (Goal 3) by providing accessibility to comprehensive supportive services to underserved communities.

FISCAL IMPACT/FINANCING

The proposed building space refurbishments are estimated to cost a total of \$74,000, including \$47,000 for building-related wall patching, painting, and removal/replacement of floor and ceiling tiles; \$24,000 for replacement of a wrought iron fence and the installation of play yard equipment; and \$3,000 for replacement of window coverings.

The proposed building space refurbishments will be funded by \$71,000 from the MacLaren Capital Project No. 87031 and \$3,000 from the First District Discretionary Fund. To properly account for the implementation of the building space refurbishments, an adequate amount of funding was transferred to the Department of Children and Family Service's budget in the fiscal year 2012-13 Supplemental Budget process. Approval of the attached appropriation adjustment will transfer \$24,000 from Capital Project No. 87031 to increase the Department's Services and Supplies appropriation by \$24,000 to cover the patio improvements.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The license agreement has been approved as to form by County Counsel.

ENVIRONMENTAL DOCUMENTATION

The proposed gratis license agreement is not a project pursuant to the California Environment Quality Act (CEQA) and is an activity that is excluded from the definition of a project under Section 15378(b) of the State CEQA Guidelines, as it involves an organizational or administrative activity of government not resulting in direct or indirect changes to the environment.

The proposed building space refurbishments are exempt under Sections 15301(a) and (d) and 15302 the State CEQA Guidelines and Classes 1(a), (d) and (h) and 2(a) of the County's Environmental Document Reporting Procedures and Guidelines, Appendix G, as there is no or negligible expansion of an existing use.

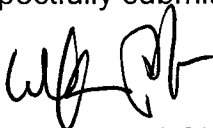
IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the recommended actions will have no impact on current County services or projects, as the proposed building space is currently vacant.

CONCLUSION

Please return two adopted copies of the attached license agreement to the CEO-Service Integration Branch.

Respectfully submitted,



WILLIAM T FUJIOKA
Chief Executive Officer

WTF:AJ:TP
LB:AM:km

Attachments

- c: Executive Office, Board of Supervisors
- County Counsel
- Children and Family Services
- Internal Services
- Mental Health

NON-EXCLUSIVE LICENSE AGREEMENT

THIS NON-EXCLUSIVE LICENSE AGREEMENT ("License") is made and entered into this _____ day of _____, 20__

BY AND BETWEEN

COUNTY OF LOS ANGELES, a body corporate and politic ("County"),

AND

ALMA FAMILY SERVICES, a California corporation ("Licensee").

RECITALS:

County is the owner of certain real property located at the MacLaren Children's Center, 4024 N. Durfee Avenue, El Monte, CA 91372 ("Premises") and is authorized to license use of the Premises pursuant to Government Code 25537 and/or 26227; and

County wishes to allow the Licensee to provide administrative services at the Premises for Licensee's Mental Health Services Act Innovation Program for Under Represented Ethnic Populations (UREP). The addition of this program integrating mental health, substance abuse and primary healthcare services to UREP clients will benefit the constituents of the San Gabriel Valley and increase the ability to leverage potential services; and

Licensee desires to use on a non-exclusive basis a portion of the Premises, which is not required exclusively for County use.

In consideration of the mutual promises, covenants, and conditions set forth herein, the parties hereto and each of them do agree as follows:

1. LICENSED AREA

1.01 County hereby provides a non-exclusive License to Licensee, and Licensee hereby agrees to the use, upon the terms and conditions hereinafter set forth, for Rooms 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, and 111 (totaling approximately 2,328 square feet), located in the Administration Building, First Floor, of the MacLaren Children's Center as shown on Exhibit A attached hereto and incorporated herein by this reference (the "Licensed Area"). Parking is unreserved and available on a first come first served basis.

1.02 The Licensed Area shall be used only by the Licensee for the purpose of providing administrative services for Licensee's Mental Health Services Act Innovation Program for UREP and such other administrative purposes as are related thereto. Clients will not be seen at this location.

1.03 Licensee shall make no alterations or improvements to the Licensed Area.

1.04 In the event that Licensee makes any alterations or improvements in violation of Section 1.03 of this License, County may immediately and without prior notice to Licensee exercise any or all of following options:

- (a) Require Licensee to immediately remove all alterations and improvements and restore the Licensed Area to its pre-existing condition;
- (b) Remove the alterations or improvements and charge Licensee for the cost of such removal;
- (c) Notify Licensee of County's intent to retain any and all improvements installed by Licensee in violation of Section 1.03 upon termination of the License; and/or
- (d) Terminate the License and require Licensee to vacate the Licensed Area immediately.

1.05 Licensee acknowledges that Licensee has performed a personal inspection of the Licensed Area and the surrounding area and evaluation of the extent to which the physical condition thereof will affect the License. Licensee accepts the Licensed Area in its present physical condition and agrees to make no demands upon County for any improvements or alterations thereof.

1.06 Licensee hereby acknowledges the title of County and/or any other public agencies having jurisdiction herein and to the Licensed Area and covenants and agrees never to assail, contest or resist said title.

2. TERM

2.01 Provided this License is fully executed by County and Licensee, the term of the License shall commence upon Board Approval and expire on December 15, 2014.

2.02 Either party shall have the option of terminating this License upon giving the other party a 60-day notice in writing. Notwithstanding the foregoing provision, this License may be immediately cancelled in the event of an emergency or unsafe condition.

3. PAYMENT

3.01 This license is granted on a gratis basis. Consideration for this license is full and faithful compliance with the mutual promises, covenants, terms and conditions set forth herein, including, but not limited to, Licensee's continued performance of the services as described in Paragraph 1.02.

4. OPERATING RESPONSIBILITIES

4.01 Compliance with Law. Licensee's operations in and use of the Premises shall conform to and abide by all County ordinances and all State and Federal laws and regulations insofar as the same or any of them are applicable; and where permits and/or licenses are required for Licensee's specific use of the Licensed Area, the same must be first obtained from the regulatory agency having jurisdiction herein.

4.02 Signs. Licensee shall not post signs or advertising matter upon the Licensed Area unless prior approval therefor is obtained from the County, whose approval shall not be unreasonably withheld.

4.03 Sanitation. No offensive matter or refuse or substance constituting an unnecessary, unreasonable, or unlawful fire hazard, or material detrimental to the public health, shall be permitted or remain on the Licensed Area, and Licensee shall prevent any accumulation thereof from occurring. Licensee shall pay all charges which may be made for the removal thereof.

4.04 Custodial. Licensee shall be responsible for providing custodial services for the Licensed Area in a clean and sanitary condition.

4.05 Maintenance. The County shall be responsible for maintaining the Licensed Area in working condition.

4.06 Utilities. The County shall be responsible for payment of all utilities necessary for operation of the Licensed Area, excepting telephone and data lines.

4.07 Examination of Licensed Area. Licensee shall permit authorized representatives of the County to enter the Licensed Area for the purpose of determining whether the authorized activities are being conducted in compliance with the terms of this License, or for any other purpose incidental to the performance of the duties required by the Los Angeles County Code.

5. INDEMNIFICATION AND INSURANCE REQUIREMENTS:

During the term of this License, the following indemnification and insurance requirements shall be in effect.

5.01 INDEMNIFICATION

The Licensee shall indemnify, defend and hold harmless the County, from and against any and all liability, loss, injury or damage including (but not limited to) demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees), arising from or connected with the Licensee's acts and omissions arising from and/or relating to the License Agreement, including but not limited to, Licensee's maintenance and use of the Premises.

5.02 GENERAL INSURANCE PROVISIONS - LICENSEE REQUIREMENTS

Without limiting the Licensee's indemnification of County and during the term of this License, and until all of its obligations pursuant to this License have been met, Licensee shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in this License. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Licensee pursuant to this Lease. The County in no way warrants that the Required Insurance is sufficient to protect the Licensee for liabilities which may arise from or relate to this License. Licensee will also be responsible to ensure that any of its students providing services at the Licensed Area pursuant to this License will be covered by the insurance required under this License. Such coverage may be provided by Licensee or by each individual student.

A. Evidence of Coverage and Notice to County

- Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Licensee's General Liability policy, shall be delivered to County at the address shown below and provided prior to the start day of this License.
- Renewal Certificates shall be provided to County not less than 10 days prior to Licensee's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Licensee insurance policies at any time.
- Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Lease by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Licensee identified in this License. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding twenty five thousand (\$25,000.00) dollars, and list any County required endorsement forms.
- Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Licensee, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.
- Certificates and copies of any required endorsements, notices of cancellation shall be delivered to:

County of Los Angeles
Chief Executive Office
Real Estate Division
222 South Hill Street, 3rd Floor
Los Angeles, CA 90012
Attention: Chris Montana, Manager, Property Management

Licensee also shall promptly notify County of any third party claim or suit filed against Licensee which arises from or relates to this License, and could result in the filing of a claim or lawsuit against Licensee and/or County.

B. Additional Insured Status and Scope of Coverage

The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively County and its Agents), shall be provided additional insured status under Licensee's General Liability policy with respect to liability arising from or connected with the Licensee's acts, errors, and omissions arising from and/or relating to the Licensee's operations on and/or its use of the Premises. County's additional insured status shall apply with respect to liability and defense of suits arising out of the Licensee's acts or omissions, whether such liability is attributable to the Licensee or to the County. The full policy limits and scope of protection also shall apply to the County as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

C. Cancellation of or Changes in Insurance

Licensee shall provide County with, or Licensee's insurance policies shall contain a provision that County shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance of any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the License, in the sole discretion of County, upon which County may suspend or terminate this License.

D. Failure to Maintain Insurance

Licensee's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the License upon which County may immediately suspend or terminate this

License. County, at its sole discretion, may obtain damages from Licensee resulting from said breach.

E. Insurer Financial Ratings.

Insurance is to be provided by an insurance company authorized to do business in California and acceptable to the County, with an A.M. Best rating of not less than A:VII, unless otherwise approved by the County.

F. Licensee's Insurance Shall Be Primary

Licensee's insurance policies, with respect to any claims related to this License, shall be primary with respect to all other sources of coverage available to County. Any County maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Licensee coverage.

G. Waiver of Subrogation

To the fullest extent permitted by law, the Licensee hereby waives its and its insurer(s) rights of recovery against County under all Required Insurance policies for any loss arising from or related to this License. The Licensee shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to affect such waiver.

H. Deductibles and Self-Insured Retentions (SIRs)

Licensee's policies shall not obligate the County to pay any portion of any Licensee deductible or SIR. The County retains the right to require Licensee to reduce or eliminate policy deductibles and SIRs as respects the County, or to provide a bond guaranteeing Licensee's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

I. Claims Made Coverage

If any part of the Required Insurance is written on claims made basis, any policy retroactive date shall precede the start date of this License. Licensee understands and agrees it shall maintain such coverage for a period of not less than three (3) years following License expiration, termination or cancellation.

J. Application of Excess Liability Coverage

Licensee may use a combination of primary and excess insurance policies which provide coverage as broad as ("follow form" over) the underlying primary policies, to satisfy the Required Insurance provisions.

K. Separation of Insureds

All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.

L. Alternative Risk Financing Programs

The County reserves the right to review, and then approve, Licensee use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. The County and its Agents shall be designated as an Additional Covered Party under any approved program.

M. County Review and Approval of Insurance Requirements

The County reserves the right to review and adjust the Required Insurance provisions, conditioned upon County's determination of changes in risk exposures.

5.03 INSURANCE COVERAGE TYPES AND LIMITS

- A. Commercial General Liability** insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming County and its Agents as an additional insured, with limits of not less than:

General Aggregate:	\$2 million
Products/Completed Operations Aggregate:	\$2 million
Personal and Advertising Injury	\$1 million
Each Occurrence:	\$1 million

- B. Automobile Liability** insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of Licensee's use of autos pursuant to this License, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

- C. Workers Compensation and Employers' Liability** insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If applicable to Licensee's operations, coverage

also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

D. Commercial Property Insurance. Such insurance shall:

- Provide coverage for County's property and any improvements and betterments; this coverage shall be at least as broad as that provided by the Causes-of-Loss Special Form (ISO form CP 10 30), excluding earthquake and including flood and ordinance or law coverage.
- Be written for the full replacement cost of the property, with a deductible no greater than \$250,000 or 5% of the property value, whichever is less. Insurance proceeds shall be payable to the Licensee and County as their interests may appear.

E. Sexual Misconduct Liability

Insurance covering actual or alleged claims for sexual misconduct and/or molestation with limits of not less than \$2 million per claim and \$2 million aggregate, and claims for negligent employment, investigation, supervision, training or retention of, or failure to report to proper authorities, a person(s) who committed any act of abuse, molestation, harassment, mistreatment or maltreatment of a sexual nature.

F. Professional Liability/Errors and Omissions

Insurance covering Licensee's liability arising from or related to this License or its use, with limits of not less than \$1 million per claim and \$2 million aggregate. Further, Licensee understands and agrees it shall maintain such coverage for a period of not less than three (3) years following this Agreement's expiration, termination or cancellation.

6. TRANSFERS

Licensee acknowledges that the rights conferred herein are personal to Licensee and do not operate to confer on or vest in Licensee any title, interest, or estate in the Licensed Area or any part thereof, and therefore, Licensee shall not assign, hypothecate or mortgage the Licensed Area or any portion thereof, by, through, or pursuant to this License.

7. NONDISCRIMINATION

Licensee certifies and agrees that all persons employed by Licensee and/or by

the affiliates, subsidiaries, or holding companies thereof are and shall be treated equally without regard to or because of race, ancestry, national origin, or sex, and in compliance with all Federal and State laws prohibiting discrimination in employment, including, but not limited to, the Federal Civil Rights Act of 1964; the Unruh Civil Rights Act; the Cartwright Act; the State Fair Employment Practices Act; and the Americans with Disabilities Act.

8. **DEFAULT**

Licensee agrees that if default shall be made in any of the covenants and agreements herein contained to be kept by Licensee, County may forthwith revoke and terminate this License, in addition to any of County's other rights and remedies provided at law and in equity.

9. **WAIVER**

9.01 Any waiver by either party of any breach of any one or more of the covenants, conditions, terms and agreements herein contained shall not be construed to be a waiver of any subsequent or other breach of the same or of any other covenant, condition, term or agreement herein contained, nor shall failure on the part of either party to require exact, full and complete compliance with any of the covenants, conditions, terms or agreements herein contained be construed as in any manner changing the terms of this License or estopping either party from enforcing the full provisions hereof.

9.02 No option, right, power, remedy, or privilege of either party shall be construed as being exhausted by the exercise thereof in one or more instances. The rights, powers, options and remedies given either party by this License shall be cumulative.

10. **SURRENDER**

Upon expiration of the term hereof or cancellation thereof as herein provided, Licensee shall peaceably vacate the Licensed Area and deliver the Licensed Area to County in reasonably good condition.

11. **ENFORCEMENT**

The County's Chief Executive Officer shall be responsible for the enforcement of this License on behalf of County and shall be assisted therein by those officers, employees, or committees of County having duties in connection with the administration thereof.

12. **COUNTY LOBBYIST ORDINANCE**

Licensee is aware of the requirements of Chapter 2.160 of the Los Angeles

County Code with respect to County Lobbyists as such are defined in Section 2.160.010 of said Code, and certifies full compliance therewith. Failure to fully comply shall constitute a material breach upon which County may terminate or suspend this License.

13. **NOTICES**

Any notice required to be given under the terms of this License or any law applicable thereto may be placed in a sealed envelope, with postage paid, addressed to the person on whom it is to be served, and deposited in a post office, mailbox, sub post office, substation, mail chute, or other like facility regularly maintained by the United States Postal Service. The address to be used for any notice served by mail upon Licensee shall be:

Alma Family Services
1000 Corporate Center Drive #650
Monterey Park, CA 91754
Attn: Jean G. Champommier, President / CEO

or such other place as may hereinafter be designated in writing to the County by Licensee. Notice served by mail upon County shall be addressed to:

Chief Executive Office
Real Estate Division - Property Management
222 South Hill Street, 3rd Floor
Los Angeles, CA 90012

or such other place as may hereinafter be designated in writing to Licensee by the Chief Executive Officer. Service by mail shall be deemed complete upon deposit in the above-mentioned manner.

14. **REPAIR OF DAMAGE**

Licensee shall, at Licensee's sole expense, be responsible for the cost of repairing any area of the building in which the Licensed Area is located, including the Licensed Area, which is damaged by Licensee or Licensee's agents, employees, invitees or visitors, including the repair of low voltage electronic, telecommunications, phone and data cabling and related equipment that is installed by or for the exclusive benefit of Licensee. All repairs and replacements shall: (a) be made and performed by contractors or mechanics approved by County, which approval shall not be unreasonably withheld or delayed; (b) be at least equal in quality, value and utility to the original work or installation; and (c) be in accordance with all laws.

15. **DAMAGE OR DESTRUCTION**

Should the Licensed Area or the building in which the Licensed Area is located be damaged by fire, incidents of war, earthquake, or other violent action of the

elements, County shall have the option to terminate this License.

16. SOLICITATION OF CONSIDERATION

16.01 It is improper for any County officer, employee or agent to solicit consideration, in any form, from a licensee with the implication, suggestion or statement that the licensee's provision of consideration may secure more favorable treatment for the licensee in the award of the license or that the licensee's failure to provide such consideration may negatively affect the County's consideration of the licensee's submission. A licensee shall not offer to or give, either, directly or through an intermediary, consideration, in any form, to a County officer, employee or agent for the purpose of securing favorable treatment with respect to the issuance of a license.

16.02 Licensee shall immediately report any attempt by a County officer, employee or agent to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller Employee Fraud Hotline. Failure to report such solicitation may result in the License being terminated.

17. CONFLICT OF INTEREST

No County employee whose position in County service enables him/her to influence obtaining or awarding any lease, license or permit, and no spouse or economic dependent of such employee, shall be employed in any capacity by the Licensee herein, or have any other direct or indirect financial interest resulting from this License.

18. ACKNOWLEDGMENT OF INELIGIBILITY FOR RELOCATION ASSISTANCE

Licensee hereby disclaims any status as a "displaced person" as such is defined in Government Code Section 7260 and hereby acknowledges his/her ineligibility for relocation assistance as provided in Government Code Section 7260 through 7276, inclusive, as interpreted in Title 25, Chapter 6, Section 6034(b) (1) of the California Administrative Code upon the future cancellation or termination of this License.

19. SIGNATURE AUTHENTICITY CLAUSE

The individual(s) executing this License hereby personally covenants, guarantees and warrants that he/she has the power and authority to obligate the Licensee to the terms and conditions in this License. Licensee shall sign this License before a Notary Public and return it to County for approval. Upon approval, a signed original will be mailed to Licensee.

20. TAXATION OF LICENSED AREA

20.01 The interest (as defined in California Revenue and Taxation Code Section

107) in the Licensed Area created by this License may be subject to property taxation if created. The party in whom any such property interest is vested may be subject to the payment of the property taxes levied on the interest.

20.02 Licensee shall pay before delinquency all lawful taxes, assessments, fees or charges which at any time may be levied by the Federal, State, County, City, or any other tax or assessment-levying body upon the Licensed Area and any improvements located thereon.

20.03 If Licensee fails to pay any lawful taxes or assessments upon the Licensed Area which Licensee is obligated to pay, Licensee will be in default of the License.

20.04 County reserves the right to pay any such tax, assessment, fee or charge, and all monies so paid by County shall be repaid by Licensee to County upon demand. Licensee and County agree that this is a license and not a lease and no real estate interest is being conveyed herein.

21. INTERPRETATION

Unless the context of this License clearly requires otherwise: (i) the plural and singular numbers shall be deemed to include the other; (ii) the masculine, feminine and neuter genders shall be deemed to include the others; (iii) "or" is not exclusive; and (iv) "includes" and "including" are not limiting.

22. GOVERNING LAW AND FORUM

This License shall be governed by and construed in accordance with the internal laws of the State of California. Any litigation with respect to this License shall be conducted in the courts of the County of Los Angeles, State of California.

23. ENTIRE AGREEMENT

This License contains the entire agreement between the parties hereto, and no addition or modification of any terms or provisions shall be effective unless set forth in writing, signed by both County and Licensee.

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IN WITNESS WHEREOF, Licensee has executed this License or caused it to be duly executed, and the County of Los Angeles, pursuant to Chapter 2.08 of the Los Angeles County Code, has caused this License to be executed on its behalf by the Chief Executive Officer, on the day, month and year first above written.

LICENSEE:

ALMA FAMILY SERVICES

By: _____
JEAN G. CHAMPOMMIER
President / CEO

ATTEST:

SACHI A. HAMAI
Executive Officer, Board of Supervisors

COUNTY OF LOS ANGELES

WILLIAM T FUJIOKA
Chief Executive Officer

By: _____
Deputy

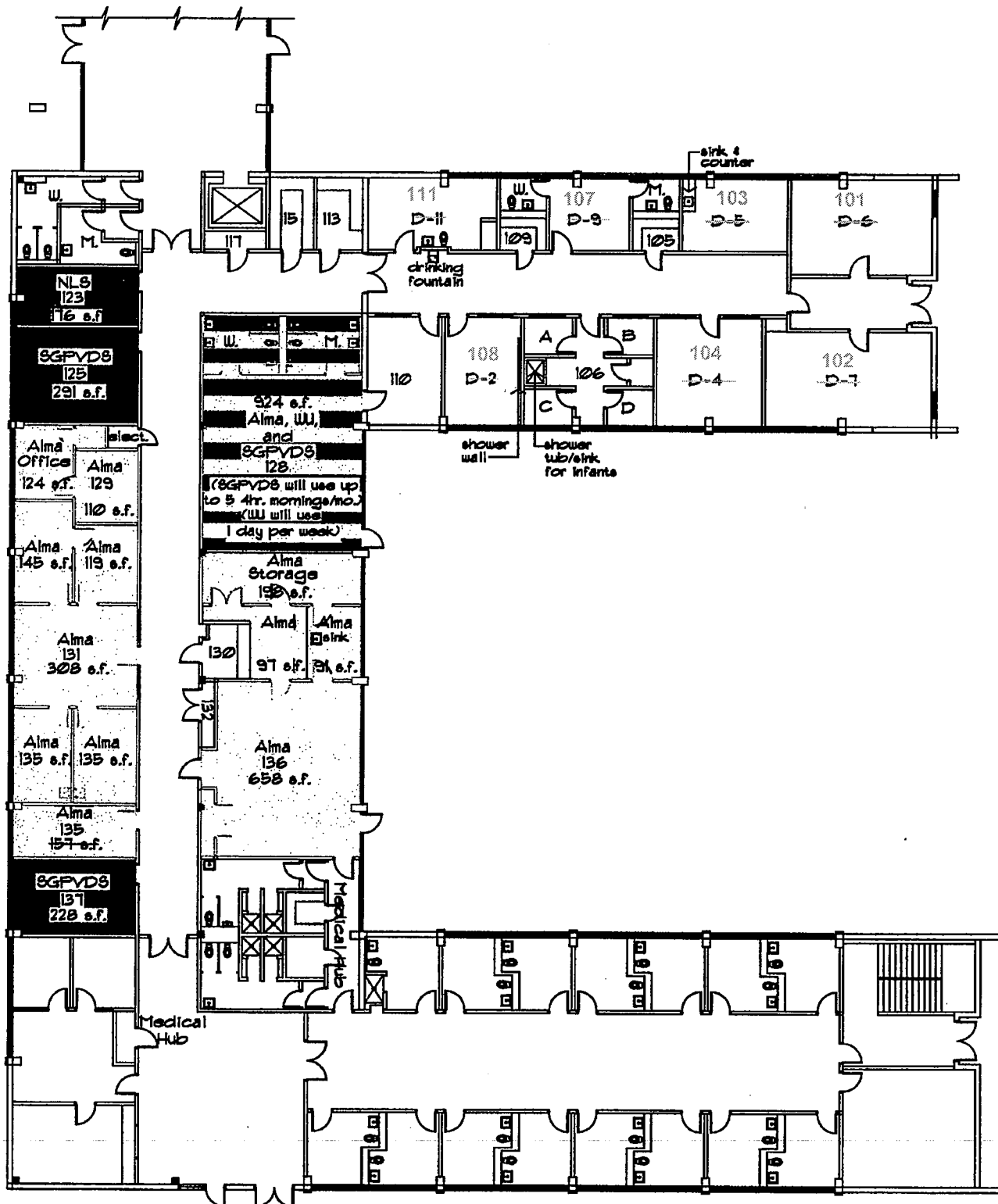
By: _____
Christopher M. Montana
Acting Director Real Estate Division

APPROVED AS TO FORM:

JOHN F. KRATTLI
County Counsel

BY: _____
Deputy

EXHIBIT A-1



MacLaren Children's Center
Administration Building - First Floor
4024 North Durfee Avenue, El Monte 91732

D Wing and Medical Hub

KEY

SGPVDS - San Gabriel Pomona Valley
Developmental Services

NLS - Neighborhood Legal Services

WU - Western University

PINK (1)

BOARD OF
SUPERVISORS
OFFICIAL COPY

BA FORM 09/09

COUNTY OF LOS ANGELES
REQUEST FOR APPROPRIATION ADJUSTMENT

DEPARTMENT OF CHIEF EXECUTIVE OFFICE

DEPT'S. NO. 060

SEPTEMBER 25, 2012

AUDITOR-CONTROLLER:

THE FOLLOWING APPROPRIATION ADJUSTMENT IS DEEMED NECESSARY BY THIS DEPARTMENT. PLEASE CONFIRM THE ACCOUNTING ENTRIES AND AVAILABLE BALANCES AND FORWARD TO THE CHIEF EXECUTIVE OFFICER FOR HIS RECOMMENDATION OR ACTION.

ADJUSTMENT REQUESTED AND REASONS THEREFOR**FY 12-13****3 - VOTES****SOURCES**

VARIOUS CAPITAL PROJECTS
MacLaren Hall Various Improvement (1)
A01-CP-6014-65099-87031
Capital Assets-Building and Improvements \$ 24,000
DECREASE APPROPRIATION

USES

DEPT OF CHILDREN & FAMILY SERVICES
A01-CH-2000-26200
Services and Supplies \$ 24,000
INCREASE APPROPRIATION

SOURCES TOTAL: \$ 24,000.00**USES TOTAL: \$ 24,000.00****JUSTIFICATION**

Reflects the transfer of appropriation to Department of Children & Family Services, Services and Supplies to fund the replacement of a wrought iron fence and installation of children's play yard equipment in the patio area at MacLaren Children's Center adjacent to the D and E wings.



AUTHORIZED SIGNATURE Dawn McDivitt, Manager, CEO

BOARD OF SUPERVISOR'S APPROVAL (AS REQUESTED/REVISED)

REFERRED TO THE CHIEF
EXECUTIVE OFFICER FOR ---

☐ ACTION

☒ RECOMMENDATION

AUDITOR-CONTROLLER

BY Karen Shukane

B.A. NO. 27

Oct 12 20 12

☒ APPROVED AS REQUESTED

☐ APPROVED AS REVISED

CHIEF EXECUTIVE OFFICER

BY [Signature]

Oct 15 20 12

SEND 6 COPIES TO THE AUDITOR-CONTROLLER